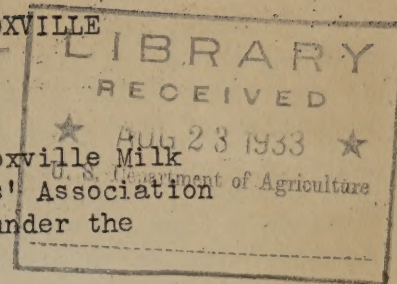


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PROPOSED MILK MARKETING AGREEMENT FOR KNOXVILLE

Proposed marketing agreement submitted by the Knoxville Milk Producers' Association and Knoxville Milk Dealers' Association for hearing before the Secretary of Agriculture under the Agricultural Adjustment Act.



As used in this agreement, the following words and phrases shall be defined as follows:

- a. "Contracting Producers" means the Knoxville Milk Producers' Association and such other producers of Milk sold or consumed in the "Knoxville Metropolitan Sales Area" as may become parties signatory to this agreement according to the terms thereof.
- b. "Contracting Distributors" means members of the Knoxville Milk Dealers' Association and such other distributors and/or processors of Milk in the "Knoxville Metropolitan Sales Area" as may become parties signatory to this agreement according to the terms thereof.
- c. "Fluid Milk" means and includes all milk and cream, and such fluid derivatives thereof as are sold wholesale or retail, bulk or bottled, by the "Contracting Distributors" in the "Knoxville Metropolitan Sales Area".
- d. "Knoxville Metropolitan Sales Area" means the City of Knoxville, Tennessee and the territory lying within eight miles airline, from the nearest point marking the corporate limits of the City of Knoxville, and also the cities of Maryville and Alcoa, Tennessee, and the territory lying within three miles, airline, from the nearest point marking the corporate limits of the cities of Maryville and Alcoa, Tennessee.
- e. "Knoxville Milk Shed" means Knox, Anderson, Blount, Jefferson, Union, Sevier, Grainger and Loudon counties, Tennessee, and such other farms as now supply fluid milk to the "Knoxville Metropolitan Sales Area".
- f. "Secretary" means the Secretary or Acting Secretary of Agriculture of the United States.
- g. "Act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.
- h. The "Dairy Council" means the "Knoxville Dairy Council" A non-profit organization supported and controlled jointly by the contracting Producers and the Contracting Distributors, for the purpose of milk advertising and health education.

THE PARTIES to this agreement are the "Contracting Producers" the "Contracting Distributors" and the "Secretary".

WHEREAS, pursuant to the "Act", the parties hereto, for the purpose of correcting the conditions now obtaining in the marketing of Milk in the "Knoxville Metropolitan Sales Area" desire to enter into a marketing agreement under the provision of Section 8 (2) of the "Act", and

WHEREAS, Knoxville Milk Producers' Association markets, and its members produce more than 90 percent of the Milk distributed and consumed in the "Knoxville Metropolitan Sales Area" and represents that it has corporate power and authority to enter into this agreement, and

WHEREAS, members of Knoxville Milk Dealers' Association and producer-distributor members of the Knoxville Milk Producers' Association distribute more than 90 percent of the Milk distributed in the "Knoxville Metropolitan Sales Area", which said Milk comprises substantially all of the Milk marketed by the Knoxville Milk Producers Association as aforesaid, and

WHEREAS, the marketing of Milk produced for distribution in the Knoxville Metropolitan Sales Area" and distribution thereof effect and enter into both the current of interstate commerce and the current of intrastate commerce which are inextricably intermingled,

NOW THEREFORE, the parties hereto agree as follows:

1. The schedule governing prices at which the terms and conditions under which, Milk shall be sold by the "Contracting Producers" and purchased by the "Contracting Distributors" for distribution or consumption in the "Knoxville Metropolitan Sales Area" shall be that set forth in Exhibit "A" which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the "Contracting Producers" and the "Contracting Distributors" provided, however, that such changes shall become effective only upon the written approval of the Secretary.

Payments to "Knoxville Dairy Council", or such other agency as may be designated by the Secretary, a non profit organization, as hereinafter adopted in paragraphs 4 and 4-B, and payments to Knoxville Milk Producers' Association by the members thereof made pursuant to paragraph 4 hereof shall both, respectively be deemed part of the price paid to producers.

2. The plan governing the marketing of Milk shall be that set forth in Exhibit "B", which is attached hereto and made a part hereof. Such plan may be modified by agreement between the "Contracting Producers" and the "Contracting Distributors" provided, such modified plan shall become effective only upon the written approval of the Secretary.

3. The schedule governing wholesale and retail price at which, and the terms and conditions under which, Milk shall be distributed by the "Contracting Distributors" in the "Knoxville Metropolitan Sales Area" shall be that defined and set forth in Exhibit "C" which is attached hereto and made a part hereof. Such Schedule may be changed by agreement between the "Contracting Producers" and the "Contracting Distributors" and provided such changes shall become effective only upon the written approval of the "Secretary".

4. The "Contracting Distributors" agree that they will not purchase Milk from any producer not a member of the Knoxville Milk Producers Association unless such producer authorizes the purchasing "Contracting Distributor" to pay over to the said Knoxville Dairy Council, the same amount per hundred pounds of milk purchased which the members of the Knoxville Milk Producers Association are then authorizing the "Contracting Distributor" to pay over to the Knoxville Milk Producers Association on behalf of its members; and said purchasing "Contracting Distributor" shall simultaneously with making payment to the producer for Milk purchased, make such payment to said Knoxville Dairy Council or any agency designated by the "Secretary." The sum so paid shall be expended by the Knoxville Dairy Council and/or any other agency suggested by the "Secretary" for the purpose of securing to said producers not members of the Knoxville Milk Producers Association advertising, educational, and other benefits similar to those which are secured by the members of the Knoxville Milk Producers Association by virtue of their like payments to said Knoxville Milk Producers Association. Said Knoxville Dairy Council and/or any other such agency shall disburse such funds as directed by the Secretary.

4-B. For the purpose of carrying out the provisions of the "Act", it is required that all "Contracting Producers" and all producer-distributors and all "Contracting Distributors", will each pay into the funds of the Knoxville Dairy Council not less than 1/10 ct. per 100 lbs. for all milk produced and distributed. Further in order that all producers and distributors may share the benefits and bear the burdens of organization equally, it is agreed and understood that in addition to the deduction already mentioned above for the Dairy Council, the "Contracting Distributors" shall deduct from the amount due any producer who is not a member of the Knoxville Milk Producers Association an amount equal to the deduction made from its members for the maintenance of general expenses of the Association, this amount to be placed with other funds collected from non-cooperating producers for the Dairy Council and used as directed by the "Secretary" for advertising milk and health education. Further all non-cooperating "Producer-distributors shall be required to pay into the funds of the "Dairy Council" an amount equal to the amounts paid by cooperating producer-distributors for organization and "Dairy Council" purposes, to be used as directed by the "Secretary."

5. All producers of Milk whose farms comply with the regulations of the Knoxville Bureau of Health, and/or the Maryville Bureau of Health, and/or the Alcoa Bureau of Health, and the marketing of whose milk is not prohibited by the Health laws and ordinances applicable to marketing of milk by said Knoxville Milk Producers' Association, shall as heretofore, be permitted as far as marketing conditions may allow, to become members of the Knoxville Milk Producers Association on an equal basis with members similarly circumstanced.

6. The contracting producers and the "Contracting Distributors" shall severally maintain systems of accounting which shall accurately reflect the true account and condition of their respective businesses. Their respective books and records shall, during usual hours of business, be subject to the examination of the Secretary (or his duly authorized representative) to assist him in the furtherance of his duties with respect to this agreement, including verification by the Secretary of the information furnished on the firms hereinafter referred to.

The "Contracting Producers" and the "Contracting Distributors" shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him. All information obtained by or furnished to the Secretary pursuant to this paragraph shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either House of the Congress, or any committee thereof or by any court. The Secretary, however, may combine the information obtained from producers and/or distributors in the form of general statistical studies or data. The Secretary hereby agrees to issue regulations and prescribe penalties to be imposed in the event of any violation of the confidences or trust imposed hereby.

7. The standards governing the production, receiving, transportation, processing, bottling and distribution of Milk sold or distributed in the "Knoxville Metropolitan Sales Area" shall be those established by the health ordinances and regulations of the Bureau of Health of the City of Knoxville, Maryville, or Alcoa, respectively, and the State of Tennessee.

8. The Schedule of Fair Practices under which Milk shall be distributed in the "Knoxville Metropolitan Sales Area" shall be that set forth in Exhibit "D" which is attached hereto, and made a part hereof. Exhibit "D" may be changed by agreement between the "Contracting Producers" and the "Contracting Distributors" provided such changes shall become effective only upon the written approval of the Secretary.

9. This agreement shall be effective at such time as the Secretary may declare above his signature attached hereto; and this agreement shall continue in force until the last day of the month following the aforesaid effective date and thereafter from month to month, except that

9-A. The Secretary may (and shall if after public hearing he approves the request of either 75 percent of the "Contracting Producers" or 75 percent of the "Contracting Distributors" such percentage to be measured by volume of Milk marketed and distributed, respectively) by notice in writing deposited in the Registered mail, and addressed to the Knoxville Milk Producers Association, and Knoxville Milk Dealers Association, at the respective addresses now on file with the "Secretary" on or before the 20th day of any month, terminate said contract as of the end of such month.

9-B. The Secretary may, for good cause shown as of the end of any month terminate this agreement as to any party signatory hereto by notice in writing deposited on or before the 20th of such month in the Registered Mails and addressed to such party at the address of such party on file with the Secretary.

9-C. This agreement shall in any event terminate whenever the President or Congress shall terminate the provisions of the Act which authorizes this agreement.

10. The benefits, privileges, and immunities conferred by virtue of this agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges, and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party, except with respect to acts done prior thereto.

11. The "Contracting Producers" and "Contracting Distributors" shall use their best efforts to assure the observance of the terms and conditions of this agreement by such producers and distributors. Subject to such regulations as the Secretary may prescribe, the contracting producers and the contracting distributors shall establish such agency or agencies as are necessary to (a) receive complaint as to violation by any contracting producer or contracting distributor of the terms or conditions of this agreement, (b) adjust disputes arising under this agreement between contracting producers and/or contracting distributors, (c) make findings of fact which may be published, (d) issue warnings to such persons and (e) take such lawful measures as may be appropriate; and such agency or agencies if it or they deem it necessary, shall report its findings and action with respect thereto to the Secretary for appropriate proceedings under the Act.

12. This agreement may be executed in multiple counterparts which when signed by the Secretary, shall constitute, taken together, one and the same instrument as if all such signatures were contained in one original.

13. After this agreement first takes effect any producer or association of producers of milk for consumption as milk, or any distributor of milk, may become a party to this agreement if a counterpart thereof is executed by him and by the Secretary. The agreement shall take effect as to such producer or distributor at such time as the Secretary may declare above his signature, attached to such counterpart, and the benefits, privileges, and immunities conferred by this agreement shall then be effective as to such producer or distributor.

14. The "Contracting Distributors" hereby apply for and consent to licensing by the Secretary, Subject to Milk Regulations, Agricultural Adjustment Administration, prescribed by the Secretary and approved by the President according to the form of license and according to Milk Regulations, Agricultural Adjustment Administration, and not otherwise

In witness whereof the "Contracting Producers" and the "Contracting Distributors" acting under the provisions of the Agricultural Adjustment Act for the purposes and within the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

August 2nd, 1933.

EXHIBIT "A"

PRODUCTION PRICES OF FLUID MILK

Prices paid to producers shall be determined with reference to the rules for control of basic production (set forth in Exhibit "B" to this Agreement) which sets up definite quantities of milk known as "Bases", and with reference to the "RULES AND REGULATIONS GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS FROM THE KNOXVILLE MILK PRODUCERS' ASSOCIATION" and RULES GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS NOW COOPERATING WITH THE KNOXVILLE MILK PRODUCERS' ASSOCIATION". (Set forth below).

The price of milk used as Class One shall be \$2.40 per hundred weight for milk testing 4.0 percent butterfat, with a differential of 4 cents per point (one-tenth of one percent butterfat) for milk testing above or below 4.0 percent butterfat.

The price of milk used as Class Two milk shall be based upon New York 92 score carlot butter plus eight cents per pound for the butterfat contained therein.

The price of milk used as Class Three milk shall be New York 92 score carlot butter plus 2 cents per pound butterfat contained therein. All prices are gross prices, F.O.B. dealers plants and subject to such deduction as are authorized in this marketing agreement.

All milk delivered in any month shall be paid for not later than the 15th of the following month.

"RULES AND REGULATIONS GOVERNING THE PURCHASE OF
MILK BY DISTRIBUTORS FROM THE KNOXVILLE MILK PRODUCERS' ASSOC."

Classes of Milk

All milk purchased under this agreement shall be divided into the following classes:

1. Class One Milk:

All milk used as fluid sweet milk.

All chocolate milk.

All milk used to obtain fluid sweet cream except fluid sweet cream used in ice cream mix.

2. Class Two Milk:

All milk the fat of which is used for butter or sweet cream to be used in ice cream mix, the skim milk of which is used in butter-milk, cottage cheese, sweet skim, condensed, or evaporated milk or other food products.

3. Class Three Milk:

All milk the fat of which is used in the manufacture of butter, the skim milk of which is not used for human consumption.

Report of Milk Receipts and Sales

1. On or before the fifth day of each month each "Contracting Distributor" shall submit a detailed statement to the Knoxville Milk Producers' Association, setting forth the total amount of milk purchased by himself or firm together with the amount used in the various classes during the preceding month on forms provided and in the manner prescribed by the auditors for the Knoxville Milk Producers' Association.

2. On or before the fifth day of each month each "Contracting Distributor" shall furnish to the Knoxville Milk Producers' Association, a complete list of producers together with the addresses, upon forms provided by the Knoxville Milk Producers' Association, from whom shipments were received the preceding month, together with the quantity and butterfat content.

3. "Contracting Distributors" shall keep adequate books and records disclosing all of the facts and information required by the Auditors for the Knoxville Milk Producers' Association, to determine sales, movement out of plants and manufacturing records of all milk in the various classes.

4. In auditing "Contracting Distributors" sales records auditors for the Knoxville Milk Producers' Association, may examine same and make note of the amount of milk sold in the various classes and report the same to the Knoxville Milk Producers' Association.

5. It is agreed and understood that the Association or its agents may at any time during the hours of business when the operation of weighing, testing and sampling is being done in "Contracting Distributors" plants supervise, inspect or otherwise investigate methods used by Contracting dealers in ascertaining butterfat content of Association members' products.

6. Between the 15th and 25th of each month the Auditors for the Knoxville Milk Producers' Association shall audit the reports submitted by each "Contracting Distributor" for the previous month and any discrepancies found will be adjusted when the next month's pool is figured.

"RULES GOVERNING THE PURCHASE OF MILK BY DISTRIBUTORS NOT COOPERATING WITH THE KNOXVILLE MILK PRODUCERS' ASSOCIATION"

For the purpose of insuring that each producer furnishing milk for distribution in the Knoxville Market be paid for his milk on an equal basis with all other producers furnishing milk to the same market, the following rules shall govern the purchase of milk by "Contracting Distributors" from producers who are not members of the Knoxville Milk Producers' Association:

1. On or before the 5th day of each month each "Contracting Distributor" not cooperating with the Knoxville Milk Producers' Association, shall furnish to the "Secretary" a sworn statement setting forth the total amount of milk purchased by himself or firm, together with the total amount used in the various classes during the preceding months, on forms provided and in the manner prescribed by the "Secretary".

2. In like manner said "Contracting Distributor" shall furnish to the "Secretary" a sworn statement containing a complete list of producers from whom he purchased milk the preceding month, together with their addresses and the amount of milk purchased from each, and its butterfat test.

3. A copy of each of the above mentioned reports shall be furnished on the same date to the auditor for the Knoxville Milk Producers' Association.

4. The said "Contracting Distributor" shall keep adequate books and records disclosing all of the facts and information required by the "Secretary" to determine sales, movements out of plants and manufacturing records of all milk in the various classes. The above mentioned statements shall be regularly verified by a Certified Public Accountant approved by the "Secretary". Any discrepancies found by said Certified Public Accountant shall be reported to the auditors for the Knoxville Milk Producers' Association, and adjustment shall be made when the next month's pool is figured.

5. The Auditors for the Knoxville Milk Producers' Association shall include the reports of the above mentioned "Contracting Distributors" in which the reports of cooperating "Contracting Distributors" in computing the cost of milk to each distributor and the pay for milk to each producer and the balancing of the two through the Equalization Fund.

6. The above mentioned "Contracting Distributors" not purchasing milk through the Knoxville Milk Producers' Association and the "Contracting Distributors" cooperating with the Knoxville Milk Producers' Association shall therefore both be bound by the following rules for the balancing and ascertaining of prices.

Method of Balancing and Ascertaining Prices.

1. The total cost of milk to the distributors shall be determined by multiplying the agreed upon price of the various classes of milk by the quantity used for each purpose and adding the same together.

2. The pay to shippers shall be determined as follows:- As soon as all reports are received from distributors as to their purchases and sales for the month, the auditor for the Knoxville Milk Producers' Association, shall tabulate and immediately report to each distributor the percentage of established Base to be paid for in each of the various classes of milk purchased during the month, together with the price to be paid to the Shippers for each class.

3. The Knoxville Milk Producers' Association will mail to each distributor of milk, not later than the seventh of each month, a statement showing the difference between the total money paid the producers by that "Contracting Distributor" and the actual cost of the various grades of milk purchased by him as determined by the existing price agreement. If the cost of such milk is greater than the total money paid the producers, such difference shall be paid to the Equalization Fund of the Knoxville Milk Producers' Association, not later than the tenth of the same month. The Equalization Fund shall pro-rate such money to such distributors as shall have paid to their producers a total amount of money greater than the total cost of milk purchased by such distributors, under the existing Price and classification agreement. The Knoxville Milk Producers' Association hereby guarantees the solvency of said Equalization Fund.

EXHIBIT "B"

RULES FOR CONTROL OF BASIC PRODUCTION

For the purposes of this agreement, the established basic quantity as used in respect to any producer, farm, or herd, as the case may be, shall be the quantity of milk recorded on the books of the "Contracting Distributors" as purchased during the months of March, April, and May 1933, only, divided by three (3). Present Producer Distributors desiring at any time to sell all of their milk to "Contracting Distributors" may have their basic production quantity established from their records of production for the months of March, April, and May 1933, only. Bases shall be allotted by the Dairy Council or such agency as may be designated by the "Secretary" to the producers who have no established base upon a basis which will be equitable as compared with established bases of all others delivering to the "Knoxville Metropolitan Sales Area".

Rule 1. The present Base shall be effective from the adoption of this agreement until the market justifies allowing everyone to set a new base.

2. Records of established Bases will be furnished to the various milk distributors by the Knoxville Milk Producers' Association. The records of production of each shipper will be furnished to the Association by milk distributors each month.

3. Any increase of Base for the needs of the market may be spread out over the membership of the Association unless it is necessary to take in new members in order to fulfill a possible milk shortage on the market.

4. Non-Members who are shipping milk on the market may retain their Bases when they join the Association.

5. Members changing from one cooperating distributor to another may retain their same Bases, provided permission is obtained from the Association at least fifteen (15) days before the change is made.

6. All new producers taken on by a cooperating distributor must be members of the Association.

7. Except in case of a threatened milk shortage new producers who are taken in as members of the Association after July 1, 1933, will be allowed a Base of sixty (60) percent of their production each month for three months. After that their Base shall be determined by taking their average daily production for that three month period and subtracting from it the average percentage of Class III milk on the whole market during that three month period.

8. Tenant renting a farm may transfer his Base from farm to farm with the established herd.

9. Farms which are rented for cash and have no established Base will be entitled only to the established Base of the tenant. Farms rented on shares will be entitled only to all the Base, if the landowner owns the entire herd. Where cattle are owned jointly, the Base will be divided according to the ownership of the cattle.

10. The established Bases of the landlord and tenant may be combined. When the landlord and tenant separate, the combined base will be divided according to the proportion of ownership of the herd.

11. An established base can be transferred only with an entire herd, where sale and transfer is made to one party at one transaction and herd moved to buyer's farm and operated thereon for a period of six months consecutively following the date of transfer. In each transfer at least as many cows of producing age as made the Base must be transferred under the above conditions, except that not more than two cows for family use may be retained if producing herd is greater than ten cows and only one cow if herd consists of ten cows or less. Where above conditions are not strictly complied with the Base will revert back to the Association for re-allotment.

12. Where a herd is dispersed due to the State or Federal Test for tuberculosis or contagious abortion, or due to an act of God, the herd must be replaced within ninety days if Base is to be retained by a producer.

13. Any producer who shall voluntarily stay off the market for a period of forty-five days shall forfeit his Base to the Association for re-allotment.

14. Producers whose average daily shipment for any three consecutive months, except April, May and June, does not equal eighty (80) percent of their established Base will thereby establish a new Base equal to their average daily shipment for the three months.

15. All established Bases dropped or not retained by producers under these rules may be re-alloted to members by the Association. Producers lose all rights to an established Base where Base is transferred or if not retained by him under these rules.

16. Where Base milk supplied to any dealer is not sufficient for the respective dealer's requirements and no milk from holders of established Base is available, the Association will then work out an increased Base apportionment with that dealer and the members supplying him.

EXHIBIT "C"

The term "wholesale" as used in this Exhibit shall mean sales by distributors for re-sale to any grocer or grocery, hotel, cafe, lunch stand, drug store, school, hospital, or merchant buying milk to re-sell, or any boarding house or fraternity. Prices set are minimum prices at which the product may be sold.

MINIMUM WHOLESALE PRICE SCHEDULE

BULK MILK:

35¢ per gallon.

BOTTLED SWEET MILK:

10 1/2¢ per quart.

6¢ per pint.

3¢ per 1/2 pint.

BOTTLED CHOCOLATE MILK, BULGARIAN OR CREAM BUTTERMILK:

10 1/2¢ per quart
6¢ per pint
3¢ per 1/2 pint.

X CREAM (APPROXIMATELY 20%):

35¢ per quart
20¢ per pint
12¢ per 1/2 pint
\$1.35 per gallon bulk.

XX CREAM (APPROXIMATELY 32%):

55¢ per quart
28¢ per pint
15¢ per 1/2 pint
\$2.00 per gallon in bulk.

XXX CREAM (APPROXIMATELY 40%):

65¢ per quart
35¢ per pint
18¢ per 1/2 pint
\$2.40 per gallon in bulk.

PLAIN BUTTERMILK BOTTLED:

6¢ per quart
4¢ per pint
2 1/2¢ per 1/2 pint
18¢ per gallon in bulk.

BULK SWEET CREAM FOR ICE CREAM:

Market price 92 score carlott butter New York Market Plus 15¢ per pound butterfat.

CREAMED COTTAGE CHEESE:

12 1/2¢ per pound
12¢ per 12 oz. package
8¢ per 8 oz. package.

MINIMUM RETAIL PRICE SCHEDULE

To houses and from Stores, Etc.

BOTTLED SWEET MILK:

12¢ per quart.
7¢ per pint.
4¢ per 1/2 pint.

BOTTLED CHOCOLATE MILK, BULGARIAN OR CREAM BUTTERMILK:

12¢ per quart
7¢ per pint
4¢ per 1/2 pint.

X CREAM (APPROXIMATELY 20%):

40¢ per quart
25¢ per pint
15¢ per 1/2 pint

XX CREAM (APPROXIMATELY 32%):

65¢ per quart
35¢ per pint
20¢ per 1/2 pint

XXX CREAM (APPROXIMATELY 40%):

75¢ per quart
40¢ per pint
22¢ per 1/2 pint

PLAIN BUTTERMILK:

7¢ per quart
5¢ per pint
20c per gallon in bulk (one gallon or more)

CREAMED COTTAGE CHEESE:

15¢ per 10 oz. package
10¢ per 8 oz. package

ETHICAL AGREEMENT.

1. It shall be considered unfair practice to put out goods as samples, in excess of one sample per month to any one person, or to sell goods which misrepresent the trade article.
2. It shall be considered unfair practice to give a premium or allow discount of any sort to any customer.
3. It shall be considered unfair practice to take advertising in any program, menu, hotel register, cabinet, periodical, or publication of any kind, whatsoever, unless such publication has a general paid circulation, or is for sale on news stands.
4. It shall be considered unfair practice to spend in excess of 5% of gross sales monthly of Class I products for individual advertising purposes, provided that any accumulated amounts may be spent in any month.
5. It shall be considered unfair practice to give milk boxes to new customers in such a way as to influence their business.
6. It will be considered fair practice to invite visitors to, or to entertain visitors at a dairy plant, at which time they may have served to them any dairy product item which may be consumed at that time.
7. It shall be considered unfair practice to furnish transportation by public carrier to visitors, to and from the plants, or to provide free club rooms, free refreshments or prizes.
8. It shall be considered unfair practice to do direct advertising with any customer, or prospective customer, in connection with openings, distribution of circulars, and so forth.
9. It shall be considered unfair practice to offer or give unusual credit, or to finance any customer.
10. It shall be considered unfair practice to pay for the privilege of painting signs on store buildings, or to paint over signs of another dairy without consent of that dairy.
11. It shall be considered unfair practice to give away goods for the purpose of retaining or securing customers.
12. It shall be considered unfair practice to give out kitchen utensils, balloons, caps and other specialties.
13. It shall be considered unfair practice to pay club members of other organizations to go thru dairies.
14. It shall be considered unfair practice to buy tickets to benefits, bazaars, etc. However, requests for tickets for policemen and firemen benefits and other city-wide benefits shall be referred to the "Contracting Distributors" to be acted upon by a committee.
15. It shall be considered unfair practice to make cash donations for the purpose of influencing business.

16. It shall be considered unfair practice to contract for any container, bottle device or to sell any beverage including milk, which is controlled by patent or copyright and which is not offered to dealers generally, unless the same is owned exclusively by the member.

17. It shall be considered unfair practice to hire or attempt to hire an employee while in the employ of another milk company, or to interview him for the purpose of securing information to be used to the detriment of his employer.

18. It shall be considered unfair practice to place a salesman, route salesman or jobber in any territory, which within six months previously, he had covered for another milk company.

19. It shall be considered unfair practice for any "contracting distributor" to fail to invoice daily at three cents per bottle any bottle difference for any milk delivery at any wholesale stop, or to fail to secure settlement for the same at regular intervals(not exceeding 30 days).

20. It shall be considered unfair practice to make any changes in caps or bottles on regular milk representing an increase in cost for the purpose of attracting business.

21. It shall be considered unfair practice for any "Contracting Distributor" or any of its employees to give or lend or pay to any hotel, apartment or factory owners, managers or janitors or any other person, including receiving clerks, maids, housekeepers, linen room attendants, or any other persons, money, compensation, gratuity, ice, ice boxes, refrigeration, refrigerating equipment, free milk, cream or the derivatives of milk, or discounts for business, or for information or assistance in procuring business.

22. It shall be considered unfair practice for any distributor to use any extra display or advertising in the telephone or city directories except heavy type in the regular listing and classifications.

23. It shall be considered unfair practice for a distributor to spread any type of propaganda with reference to the quality of a competitor's products, or for the purpose of creating prejudice against a competitor or his business.

24. It shall be considered unfair practice individually to conduct exhibits or displays in parades or at shows or other places, except that exhibits and displays may be conducted cooperatively by the consent of the Milk Dealers and the Milk Producers' Association.

25. It shall be considered unfair practice to allow return of milk or milk derivatives except as follows:

(a) To exchange when dairy products not up to the average required standard are delivered to the customer, and he so notifies distributor within 12 hours after delivery.

(b) To exchange where the distributor or his agent has delivered without consent of the customer an over-supply.

26. It shall be considered unfair practice to sell any dairy products to any person, firm, corporation, or partnership whose accounts with other dairy products dealers are delinquent, after notice of such delinquency has been filed with the secretary of this Association, on any basis other than C. O. D.

27. It shall be considered unfair practice to use any person as a solicitor excepting only when serving a route, provided that solicitors may be used for wholesale business. No foreman shall be kept indefinitely on a route for the purpose of building up a route. This section shall not apply to producer-distributors who are members of the Knoxville Milk Producers' Association in the marketing of the milk from their individual dairies.

